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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

CRYSTAL REDICK, an individual,
Plaintiff,

v.

SALT HOTELS, LLC d/b/a THE
ASTER, a Delaware limited liability
company; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO.:

COMPLAINT

1. VIOLATIONS OF THE
AMERICANS WITH
DISABILITIES ACT OF 1990, 42
U.S.C. § 12181
2. VIOLATIONS OF THE UNRUH
CIVIL RIGHTS ACT,
CALIFORNIA CIVIL CODE § 51
DEMAND FOR JURY TRIAL

Plaintiff Crystal Redick (hereafter “Plaintiff”) brings this action based upon personal knowledge as to herself and her own acts, based upon, *inter alia*, the investigations of her attorneys.

NATURE OF THE ACTION

1. Plaintiff is a visually impaired and legally blind individual who requires screen-reading software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments who meet the legal definition of blindness in that they have a

1 visual acuity with correction of less than or equal to 20 x 200. Some blind people
2 who meet this definition have limited vision. Others have no vision.

3 2. Plaintiff brings this Complaint to secure redress against Salt Hotels,
4 LLC d/b/a The Aster (hereafter “Defendant”) and DOES 1-10 for its failure to
5 design, construct, maintain, and operate its website to be fully and equally
6 accessible to and independently usable by Plaintiff and other blind or visually
7 impaired individuals. Defendant’s denial of full and equal access to its website, and
8 therefore denial of its products and services offered thereby and in conjunction with
9 its physical location, is a violation of Plaintiff’s rights under the Americans with
10 Disabilities Act (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

11 3. Because Defendant’s website, <https://www.theasterla.com/> (the
12 “website” or “Defendant’s website”), is not fully or equally accessible to blind and
13 visually impaired consumers in violation of the ADA, Plaintiff seeks a permanent
14 injunction to cause a change in Defendant’s corporate policies, practices, and
15 procedures so that Defendant’s website will become and remain accessible to
16 Plaintiff and other blind and visually impaired consumers.

17 THE PARTIES

18 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the
19 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped
20 person, and a member of a protected class of individuals under the ADA, pursuant
21 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth
22 at 28 CFR §§ 36.101 *et seq.*

23 5. Defendant is a Delaware limited liability company with its
24 headquarters in Wilmington, Delaware. Defendant’s servers for the website are in
25 the United States. Defendant conducts a large amount of its business in California
26 and throughout the United States as a whole. The physical location where
27 Defendant’s goods and services are sold to the public constitute places of public
28 accommodation pursuant to 42 U.S.C. § 12181(7)(A)-(B), as Defendant owns,

operates, and controls a hotel and restaurant (collectively referred to herein as “hotel”). Defendant’s hotel provides important goods and services to the public. Moreover, Defendant’s website provides consumers access to the goods and services which Defendant offers in its brick-and-mortar hotel. For example, Defendant’s website allows for consumers to sign up for an Aster membership which gives Aster Members exclusive access to The Aster, sign up for Defendant’s Newsletter, book hotel reservations, purchase gift cards which are redeemable in Defendant’s hotel, make reservations at Defendant’s restaurant, redeem special offers, find information about Defendant’s Social Club, and find the brick-and-mortar location. Consumers can also use Defendant’s website to access Defendant’s restaurant menus, Defendant’s hotel amenities, press information, find information about career opportunities, find membership benefits, and gain access to Defendant’s social media webpages.

6. Plaintiff is unaware of the true names, identities, and capacities of each Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this complaint to allege the true names and capacities of DOES 1 to 10 if and when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each Defendant sued herein as a DOE is legally responsible in some manner for the events and happenings alleged herein and that each Defendant sued herein as a DOE proximately caused injuries and damages to Plaintiff as set forth below.

7. Defendant’s hotel is a public accommodation within the definition of Title III of the ADA, 42 U.S.C. § 12181(7)(A)-(B).

8. The website provides access to the goods, services, privileges, and advantages of Defendant’s brick-and-mortar location, a place of public accommodation, by allowing consumers to book reservations for Defendant’s hotel, purchase gift cards, and make reservations to Defendant’s hotel restaurant.

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JURISDICTION AND VENUE

9. Defendant is subject to personal jurisdiction in this District. Defendant has been and continues to commit the acts or omissions alleged herein in the Central District of California, that caused injury, and violated rights prescribed by the ADA and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in the Central District of California. Specifically, Plaintiff has been denied the full use and enjoyment of the facilities, goods, and services of Defendant's hotel which it provides through the website in Los Angeles County. The access barriers Plaintiff has encountered on Defendant's website have caused a denial of Plaintiff's full and equal access to Defendant's hotel and now deter Plaintiff from accessing Defendant's website and hotel. The access barriers Plaintiff has encountered on Defendant's website have impeded Plaintiff's full and equal enjoyment of goods and services offered at Defendant's brick-and-mortar location.

10. This Court also has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over Defendant because it conducts and continues to conduct a substantial and significant amount of business in the State of California, County of Los Angeles, and because Defendant's offending website is available across California.

12. Venue is proper in the Central District of California pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and continues to conduct a substantial and significant amount of business in this District, Defendant is subject to personal jurisdiction in this District, and a substantial portion of the conduct complained of herein occurred in this District.

13. Defendant owns, operates, and maintains a brick-and-mortar hotel location in the State of California. Defendant's brick-and-mortar location offers

1 goods and services to the public. Defendant also offers the very goods and services
 2 that are offered in Defendant's place of public accommodation to the public through
 3 the website. Defendant's brick-and-mortar hotel location is a place of public
 4 accommodation pursuant to 42 U.S.C. § 12181(7)(A)-(B), and Defendant's website
 5 is subject to the ADA because it provides methods by which consumers can access
 6 the goods and services offered in Defendant's hotel, which are inaccessible to
 7 Plaintiff, a disabled screen-reader user.

8 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

9 14. The Internet has become a significant source of information, a portal,
 10 and a tool for conducting business, doing everyday activities such as shopping,
 11 learning, banking, researching, as well as many other activities for sighted, blind,
 12 and visually impaired persons alike.

13 15. In today's tech-savvy world, blind and visually impaired people have
 14 the ability to access websites using keyboards in conjunction with screen access
 15 software that vocalizes the visual information found on a computer screen. This
 16 technology is known as screen-reading software. Screen-reading software is
 17 currently the only method a blind or visually impaired person may use to
 18 independently access the internet. Unless websites are designed to be read by
 19 screen-reading software, blind and visually impaired persons are unable to fully
 20 access websites, and the information, products, and services contained thereon.

21 16. Blind and visually impaired users of Windows operating system-
 22 enabled computers and devices have several screen-reading software programs
 23 available to them. Some of these programs are available for purchase and other
 24 programs are available without the user having to purchase the program separately.
 25 Job Access With Speech, otherwise known as "JAWS," is currently the most
 26 popular, separately purchased and downloaded screen-reading software program
 27 available for a Windows computer.

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1 17. For screen-reading software to function, the information on a website
2 must be capable of being rendered into text. If the website content is not capable
3 of being rendered into text, the blind or visually impaired user is unable to access
4 the same content available to sighted users.

5 18. The international website standards organization, the World Wide
6 Web Consortium, known throughout the world as W3C, has published Success
7 Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1"
8 hereinafter). WCAG 2.1 are well-established guidelines for making websites
9 accessible to blind and visually impaired people. These guidelines are adopted,
10 implemented, and followed by most large business entities who want to ensure their
11 websites are accessible to users of screen-reading software programs. Though
12 WCAG 2.1 has not been formally adopted as the standard for making websites
13 accessible, it is one of, if not the most, valuable resource for companies to operate,
14 maintain, and provide a website that is accessible under the ADA to the public.
15 Plaintiff seeks Defendant comply with WCAG 2.1 as a remedy. Plaintiff does not
16 premise Defendant's violations of the ADA nor the Unruh Act on violations of
17 WCAG 2.1. However, the Department of Justice ("DOJ") has issued guidance on
18 how to make web content accessible to people with disabilities. The DOJ's
19 guidance provides that: "Existing technical standards provide helpful guidance
20 concerning how to ensure accessibility of website features. These include [WCAG]
21 and the Section 508 standards, which the federal government uses for its own
22 websites."¹ Accordingly, although not a sole basis to premise violations of the ADA
23 and the Unruh Act on, WCAG "provide helpful guidance concerning how to ensure
24 accessibility of website features."

25 19. Within this context, the Ninth Circuit has recognized the viability of
26 ADA claims against commercial website owners/operators with regard to the
27 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-

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¹ <https://beta.ada.gov/resources/web-guidance/>

06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in addition to the numerous courts that have already recognized such application.

20. Each of Defendant's violations of the Americans with Disabilities Act is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights Act provides that any violation of the ADA constitutes a violation of the Unruh Civil Rights Act. Cal. Civ. Code § 51(f).

FACTUAL BACKGROUND

21. Defendant offers the website to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical location through the website. The goods and services offered by Defendant through the website in conjunction with its hotel include, but are not limited to, the following: hotel membership, Defendant's newsletter, hotel reservations, gift cards that are redeemable in Defendant's hotel, find information about Defendant's Social Club, special hotel offers, and reservations at Defendant's restaurant. Consumers can also use Defendant's website to access Defendant's restaurant menus, find the hotel location, explore the hotel amenities, peruse press information, discover career opportunities, find membership benefits, and gain access to Defendant's social media webpages.

22. Due to Defendant's failure to properly code its website, Plaintiff has been and is still being denied equal and full access to Defendant's hotel and the numerous goods, services, and benefits offered to the public through Defendant's website in conjunction with Defendant's brick-and-mortar hotel.

THE WEBSITE BARRIERS DENY PLAINTIFF ACCESS

23. Plaintiff is a visually impaired and legally blind person, who cannot use a computer without the assistance of screen-reading software. However, Plaintiff is a proficient user of VoiceOver and uses it to access the internet. Plaintiff visited <https://www.theasterla.com/> using the screen-reader, VoiceOver, to make a hotel reservation.

1 24. During Plaintiff's visit to Defendant's website, Plaintiff encountered
2 multiple access barriers which denied Plaintiff full and equal access to the facilities,
3 goods, and services offered to the public and made available to the public on
4 Defendant's website. For example, Plaintiff was unable to apply for a membership
5 and book a hotel reservation due to Defendant's coding failures. To give some
6 context, Plaintiff uses her keyboard to navigate websites, as she is not sighted and
7 cannot use a mouse. Thus, in order for Defendant's website to be readable by
8 Plaintiff's screen-reader, Defendant must implement appropriate website coding
9 practices so that the nonvisual elements of Defendant's website can be read aloud
10 by Plaintiff's screen-reader. As a result of Defendant's deficient coding practices,
11 Defendant's website was not compatible with Plaintiff's screen-reader—denying
12 her the ability to book a hotel reservation.

13 25. If Defendant had sufficiently coded the website to be readable by
14 Plaintiff's screen-reader and accessible with her keyboard, Plaintiff would have
15 been able to interact with these elements and book a hotel reservation as a sighted
16 person could.

17 26. Accordingly, Plaintiff was denied the ability to access Defendant's
18 website and make a hotel reservation, a service which Defendant provides through
19 the website in conjunction with its place of public accommodation, its hotel,
20 because Defendant failed to have the proper procedures in place to ensure that
21 content uploaded to the website contains the proper coding to convey the meaning
22 and structure of the website and the goods and services provided by Defendant.

23 27. Due to the widespread access barriers Plaintiff encountered on
24 Defendant's website, Plaintiff has been deterred from accessing Defendant's
25 website and Defendant's hotel because Plaintiff was unable to use the website to
26 book a hotel reservation.

27 28. Despite past and recent attempts to do business with Defendant on its
28 website, the numerous access barriers contained on the website and encountered by

1 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.
 2 Plaintiff, as a result of the barriers on Defendant's website, continues to be deterred
 3 from accessing Defendant's website. Likewise, based on the numerous access
 4 barriers Plaintiff has been deterred and impeded from the full and equal enjoyment
 5 of goods and services offered in Defendant's hotel.

6 29. Plaintiff intends to access the website to book a hotel reservation with
 7 the intent of visiting Defendant's brick-and-mortar hotel location. However, the
 8 website barriers continue to deter her from utilizing the website with her screen-
 9 reader to book a hotel reservation, denying her access to Defendant's brick-and-
 10 mortar hotel location.

11 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**
 12 **DEFENDANT'S HOTEL TO SUBJECT THE WEBSITE TO THE**
 13 **REQUIREMENTS OF THE ADA**

14 30. Defendant's website is subject to the ADA because the goods and
 15 services offered on the website are an extension of the goods and services offered
 16 in Defendant's brick-and-mortar hotel. For example, the goods and the services
 17 which can be procured online are available for purchase in Defendant's brick-and-
 18 mortar hotel. Thus, since the website facilitates access to the goods and services of
 19 a place of public accommodation, the website falls within the protection of the ADA
 20 because the website connects customers to the goods and services of Defendant's
 21 physical hotel. Moreover, the goods and services provided through the website are
 22 not accessible to Plaintiff, a legally blind screen-reader user.

23 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

24 31. Due to the inaccessibility of the Defendant's website, blind and
 25 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully
 26 and equally use or enjoy the facilities and services Defendant offers to the public
 27 on its website. The access barriers Plaintiff has encountered have caused a denial
 28 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular

1 basis from accessing the website.

2 32. These access barriers on Defendant's website have deterred Plaintiff
3 from enjoying the goods and services of Defendant's brick-and-mortar hotel which
4 are offered through Defendant's website in a full and equal manner to sighted
5 individuals. Plaintiff intends to visit the Defendant's website in the near future if
6 Plaintiff could access Defendant's website as a sighted person can to book a hotel
7 reservation. If Plaintiff can accomplish booking a hotel reservation using her
8 screen-reader, Plaintiff intends to visit Defendant's brick-and-mortar hotel.

9 33. If the website were equally accessible to all, Plaintiff could
10 independently navigate the website and complete a desired transaction, as sighted
11 individuals do.

12 34. Plaintiff, through Plaintiff's attempts to use the website, has actual
13 knowledge of the access barriers that make these services inaccessible and
14 independently unusable by blind and visually impaired people.

15 35. The Defendant uses standards, criteria or methods of administration
16 that have the effect of discriminating or perpetuating the discrimination against
17 others, as alleged herein.

18 36. The ADA expressly contemplates the injunctive relief that Plaintiff
19 seeks in this action. In relevant part, the ADA requires:

20 In the case of violations of ... this title, injunctive relief shall include
21 an order to alter facilities to make such facilities readily accessible to
22 and usable by individuals with disabilities Where appropriate,
23 injunctive relief shall also include requiring the ... modification of a
24 policy 42 U.S.C. § 12188(a)(2).

25 37. Because Defendant's website has never been equally accessible, and
26 because Defendant lacks a corporate policy that is reasonably calculated to cause
27 the Defendant's website to become and remain accessible, Plaintiff invokes
28 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to

1 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply
2 with WCAG 2.1 guidelines for Defendant's website. The website must be
3 accessible for individuals with disabilities who use desktop computers, laptops,
4 tablets, and smartphones. Plaintiff seeks that this permanent injunction require
5 Defendant to cooperate with the agreed-upon consultant to: train Defendant's
6 employees and agents who develop the website on accessibility compliance under
7 the WCAG 2.1 guidelines; regularly check the accessibility of the website under
8 the WCAG 2.1 guidelines; regularly test user accessibility by blind or vision-
9 impaired persons to ensure that the Defendant's website complies under the WCAG
10 2.1 guidelines; and develop an accessibility policy that is clearly disclosed on the
11 Defendant's website, with contact information for users to report accessibility-
12 related problems and require that any third-party vendors who participate on the
13 Defendant's website to be fully accessible to the disabled by conforming with
14 WCAG 2.1.

15 38. If Defendant's website were accessible, Plaintiff could independently
16 access information about the services offered and goods available for online
17 purchase through Defendant's website and complete a reservation.

18 39. Although Defendant may currently have centralized policies regarding
19 maintaining and operating Defendant's website, Defendant lacks a plan and policy
20 reasonably calculated to make Defendant's website fully and equally accessible to,
21 and independently usable by, blind and other visually impaired consumers.

22 40. Defendant has, upon information and belief, invested substantial sums
23 in developing and maintaining Defendant's website, and Defendant has generated
24 significant revenue from Defendant's website. These amounts are far greater than
25 the associated cost of making Defendant's website equally accessible to visually
26 impaired customers.

27 41. Without injunctive relief, Plaintiff will continue to be unable to
28 independently use Defendant's website, violating her rights.

COUNT I

VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42

U.S.C. § 12181 *ET SEQ.*

42. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 41, inclusive, of this Complaint as if set forth fully herein.

43. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: “No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a).

44. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: “a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations”; and “a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public accommodation shall take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids

1 and services, unless the public accommodation can demonstrate that taking those
2 steps would fundamentally alter the nature of the goods, services, facilities,
3 privileges, advantages, or accommodations being offered or would result in an
4 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In
5 order to be effective, auxiliary aids and services must be provided in accessible
6 formats, in a timely manner, and in such a way as to protect the privacy and
7 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

8 45. Defendant’s location is a “public accommodation” within the meaning
9 of 42 U.S.C. § 12181 *et seq.* Upon information and belief, Defendant generates
10 millions of dollars in revenue from the sale of its amenities and services, privileges,
11 advantages, and accommodations in California through its location, related
12 services, privileges, advantages, and accommodations, and its website,
13 <https://www.theasterla.com/>, is a service, privilege, advantage, and accommodation
14 provided by Defendant that is inaccessible to customers who are visually impaired
15 like Plaintiff. This inaccessibility denies visually impaired customers full and equal
16 enjoyment of and access to the facilities and services, privileges, advantages, and
17 accommodations that Defendant makes available to the non-disabled public.
18 Defendant is violating the Americans with Disabilities Act, 42 U.S.C. § 12181 *et*
19 *seq.*, in that Defendant denies visually impaired customers the services, privileges,
20 advantages, and accommodations provided by <https://www.theasterla.com/>. These
21 violations are ongoing.

22 46. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
23 set forth and incorporated therein, Plaintiff requests relief as set forth below.

24 **COUNT II**

25 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA** 26 **CIVIL CODE § 51 *ET SEQ.***

27 47. Plaintiff alleges and incorporates herein by reference each and every
28 allegation contained in paragraphs 1 through 46, inclusive, of this Complaint as if

1 set forth fully herein.

2 48. Defendant's location is a "business establishment" within the meaning
3 of the California Civil Code § 51 *et seq.* Upon information and belief, Defendant
4 generates millions of dollars in revenue from the sale of its services in California
5 through its location and related services, and <https://www.theasterla.com/> is a
6 service provided by Defendant that is inaccessible to customers who are visually
7 impaired like Plaintiff. This inaccessibility denies visually impaired customers full
8 and equal access to Defendant's facilities and services that Defendant makes
9 available to the non-disabled public. Defendant is violating the Unruh Civil Rights
10 Act, California Civil Code § 51 *et seq.*, in that Defendant is denying visually
11 impaired customers the services provided by <https://www.theasterla.com/>. These
12 violations are ongoing.

13 49. The actions of Defendant were and are in violation of the Unruh Civil
14 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to
15 injunctive relief remedying the discrimination.

16 50. Plaintiff is also entitled to statutory minimum damages pursuant to
17 California Civil Code § 52 for each and every offense.

18 51. Plaintiff is also entitled to reasonable attorneys' fees and costs.

19 52. Plaintiff is also entitled to a preliminary and permanent injunction
20 enjoining Defendant from violating the Unruh Civil Rights Act, California Civil
21 Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make
22 <https://www.theasterla.com/> readily accessible to and usable by visually impaired
23 individuals.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment
26 in her favor and against Defendant as follows:

27 A. A preliminary and permanent injunction pursuant to 42 U.S.C. §
28 12188(a)(1) and (2) and section 52.1 of the California Civil Code

1 enjoining Defendant from violating the Unruh Civil Rights Act and
 2 ADA and requiring Defendant to take the steps necessary to make
 3 <https://www.theasterla.com/> readily accessible to and usable by
 4 visually-impaired individuals;

5 B. An award of statutory minimum damages of \$4,000 per offense
 6 pursuant to section 52(a) of the California Civil Code.

7 C. For attorneys' fees and expenses pursuant to California Civil Code §§
 8 52(a), 52.1(h), and 42 U.S.C. § 12205;

9 D. For pre-judgment interest to the extent permitted by law;

10 E. For costs of suit; and

11 F. For such other and further relief as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff, on behalf of herself, hereby demands a jury trial for all claims so
 14 triable.

15
 16 Dated: March 7, 2023

Respectfully Submitted,

17 /s/ Binyamin I. Manoucheri

18 Thiago M. Coelho

19 Binyamin I. Manoucheri

20 **WILSHIRE LAW FIRM**

21 *Attorneys for Plaintiff Crystal*

22 *Redick*